

1 BILL NO. S-90-07- 18

2 SPECIAL ORDINANCE NO. S- 183-90

3 AN ORDINANCE approving CONTRACT FOR RES.
4 #909-90 & 1055-90 SOUTHWIN-CRESTMONT-
5 HESSEN CASSEL ROAD SANITARY, STORM &
6 WATER MAIN between GEIGER DEVELOPING,
INC. and the City of Fort Wayne,
Indiana, in connection with the Board of
Public Works and Safety.

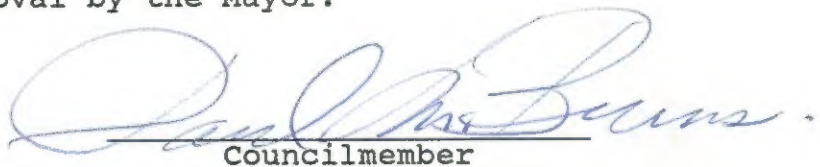
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the CONTRACT FOR RES. #909-90 & 1055-
10 90 SOUTHWIN-CRESTMONT-HESSEN CASSEL ROAD SANITARY, STORM &
11 WATER MAIN by and between GEIGER DEVELOPING, INC. and the
12 City of Fort Wayne, Indiana, in connection with the Board of
13 Public Works and Safety, for:


14 as per the attached resolution;

15 the Contract price is Four Hundred Thirty-Six Thousand Nine
16 Hundred One and 22/100 Dollars (\$436,901.22), all as more
17 particularly set forth in said Contract, which is on file in
18 the Office of the Board of Public Works and Safety and, is
19 by reference incorporated herein, made a part hereof, and is
20 hereby in all things ratified, confirmed and approved. Two
21 (2) copies of said Contract are on file with the Office of
22 the City Clerk and made available for public inspection,
23 according to law.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all
26 necessary approval by the Mayor.

27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 J. Timothy McCaulay, City Attorney

RESOLUTION 909-1990

SOUTHWIN-CRESTMONT-HESSEN CASSEL ROAD
SANITARY AND STORM SEWER IMPROVEMENTS

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of a sanitary sewer and storm sewer intended and adapted for use by property holder(s), whose property abuts thereon, and for receiving sewage and drainage from collateral drains, be and the same is hereby ordered in and along the following described centerline:

SANITARY SEWER

MAIN LINE: Beginning at a proposed pump station located 43± LF North and 25± East of the centerline intersection of Crestmont Drive and Hessen Cassel Road; thence Southerly 60± LF to Structure #2; thence South 618± LF to Structure #4 and the termination of the mainline.

LATERAL 1: Beginning at aforementioned Structure #2; thence West 55± LF to Structure #5; thence continuing West 715± LF to Structure #7 and the termination of Lateral #1.

LATERAL 2: Beginning at aforementioned Structure #5; thence North 378± LF to Structure #8; thence continuing North 545± LF to Structure #10 and the termination of Lateral #2.

LATERAL 3: Beginning at aforementioned Structure #8; thence West 727± LF to Structure #12 and the termination of Lateral #2.

FORCE MAIN: Beginning at aforesaid pump station; thence North 10± LF to Structure #1-A; thence continuing North 565± LF; thence East 150± LF; thence North 55± LF to an existing manhole and the termination of said force main.

Said sewers shall be 12", 8" and 4" in diameter.

STORM SEWER

MAIN LINE: Beginning at an outfall located 52± LF West and 26± LF South of the centerline intersection of Southwin Drive and Hessen Cassel Road; thence Northwest 45± LF to Structure #13; thence West 727± LF to Structure #15; thence South 385± LF to Structure #18; thence East 183± LF to Structure #20 and the termination of the mainline.

LATERAL 1: Beginning at aforementioned Structure #15; thence West 37± LF to Structure #17 and the termination of Lateral #1.

Said sewers shall be 30", 21", 18" and 12" in diameter.

DITCH RECONSTRUCTION Beginning at a 6'x4' box culvert under Hessen Cassel Road located 110± LF South of Southwin Drive; thence North 320± LF; thence West 500± LF to the end of Ditch Reconstruction.


Said sewers and drainage ditch reconstruction, with all its appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications. The cost of said sanitary sewer improvement shall be paid by funds from Fort Wayne Sewer Utility Funds and Barrett Bond funds at a maximum assessment of Three Thousand One Hundred and no/100 (\$3,100.00) Dollars per residence. The cost of said storm sewer improvement shall be paid by funds from City of Fort Wayne per Annexation Ordinance No. X-20-86. The cost of said ditch reconstruction shall be temporarily absorbed by the Sewer Utility and shall be charged, if possible, to benefited properties in Branning Hills, Sections I and II according to the restrictive covenants thereof. The property holder(s) share of said improvement shall be apportioned against and paid by the said property holder(s) benefited by said

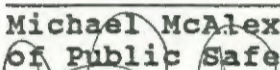
improvements all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana. Indiana Code Titled 36-9-18-1 through 36-9-18-45 and 36-9-21-1 through 36-9-21-18 effective 1 September 1981 and the provisions of all acts amendatory thereto and supplemental thereof.


Assessments if deferred are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety and shall be financed under Barrett Law as provided for in the above-entitled acts.

ADOPTED this 28th day of March 1990.


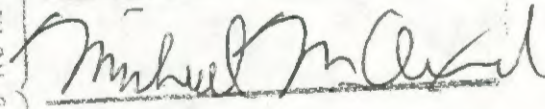
BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton, Director
of Public Works


Michael McAlexander, Director
of Public Safety


Douglas M. Lehman, Director
of Administration & Finance

ATTEST: 
Helen Gochenour, Clerk

CONFIRMED
Board of Public Works & Safety


Board of Public Works & Safety
4/11/90

SOUTHWIN-CRESTMONT-HESSEN CASSEL
WATER MAIN EXTENSION
RESOLUTION NO. 1055-90

RESOLVED by the Board of Public Works and Safety that it is deemed necessary to construct:

A system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements other real estate to be served with extension, be and the same is hereby ordered on Hessen Cassel from the Southeast corner of lot #61 Cassell Hills Addition south on Hessen Cassel 1330+ LF to the City limits. Also on Southwin Drive from Hessen Cassel to Fairlane Avenue. Also on Crestmont Drive from Hessen Cassel to Fairlane Drive. Also on Fairlane Avenue from Southwin Drive to Crestmont Drive.

And said improvements with all appurtenances, shall be constructed in accordance with the plans, profiles, and specifications now on file in the Department of the Board of Public Works and Safety of said City.

The cost of said water system project shall be paid and shared by the City of Fort Wayne and by the benefited property owners.

The property holders share of said improvement shall be equally apportioned against each benefited lot and paid by the said property holders benefited by said improvements all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana.

Assessments, if deferred, are to be paid in ten equal installments with interest at a rate set by the Board of Public Works and Safety and shall be financed under the Revolving Barrett Law Method as provided for in the above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED THIS 28th DAY OF March, 1990.

BY: [Signature] BOARD OF PUBLIC WORKS AND SAFETY

BY: [Signature]

BY: [Signature]

ATTEST:

[Signature]
Helen V. Gochenour, Clerk

CONFIRMED
Board of Public Works & Safety

[Signature]
Board of Public Works & Safety

4/11/90

SEWER CONTRACT 909-1990 and WATER CONTRACT 1055-1990

SEWER BOARD ORDER NO. 87-90
WATER BOARD ORDER NO. 11-89

WORK ORDER NO. 73646
WORK ORDER NO. 64138

THIS CONTRACT made and entered into this 27th day of June 1990, by and between GEIGER DEVELOPING, INC. hereinafter called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

SANITARY SEWER:

MAIN LINE: Beginning at a proposed pump station located 43± LF North and 25± LF East of the centerline intersection of Crestmont Drive and Hessen Cassel Road; thence Southerly 60± LF to Structure #2; thence South 718± LF to Structure #4 and the termination of the mainline.

LATERAL #1: Beginning at aforementioned Structure #2; thence West 55± LF to Structure #5; thence continuing West 715± LF to Structure #7 and the termination of Lateral #1.

LATERAL #2: Beginning at aforementioned Structure #5; thence North 378± LF to Structure #8; thence continuing North 545± LF to Structure #10 and the termination of Lateral #2.

LATERAL #3: Beginning at aforementioned Structure #8; thence West 727± LF to Structure #12 and the termination of Lateral #2.

FORCE MAIN: Beginning at aforesaid pump station; thence North 10± LF to Structure 1-A; thence continuing North 565± LF; thence East 150± LF; thence North 55± LF to an existing manhole and the termination of said force main.

Said sewers shall be 12", 8" and 4' in diameter.

STORM SEWER:

MAIN LINE: Beginning at an outfall located 52± LF West and 26± LF South of the centerline intersection of Southwin Drive and Hessen Cassel Road; thence Northwest 45± LF to Structure #13; thence West 727± LF to Structure #15; thence South 385± LF to Structure #18; thence East 183± LF to Structure #20 and the termination of the mainline.

LATERAL 1: Beginning at aforementioned Structure #15; thence West 37± LF to Structure #17 and the termination of Lateral #1.

Said sewers shall be 30", 21", 18" and 12" in diameter.

DITCH RECONSTRUCTION: Beginning at a 6'x4' box culvert under Hessen Cassel Road located 110± LF South of Southwin Drive; thence North 300± LF; thence West 500± LF to the end of Ditch Reconstruction.

WATER MAIN EXTENSION: A system of water mains, intended and adapted for local use by the property holders in the tract to be improved and also the requirements other real estate to be served with extension, be and the same is hereby ordered on Hessen Cassel from the Southeast corner of Lot #61 Cassell Hills Addition South on Hessen Cassel 1330± LF to the City limits. Also, on Southwin Drive from Hessen Cassel to Fairlane Avenue. Also, on Crestmont Drive from Hessen Cassel to Fairlane Avenue. Also, on Fairlane Avenue from Southwin Drive to Crestmont Drive.

Said water main shall include: 1350± LF of 16" Class 50 Ductile Iron Water Main and 2125± LF of 6" Class 50 Ductile Iron Water Main,

all according to Southwin-Crestmont-Hessen Cassel Road, Drawing No. SY-11228 Sheets 1-25, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT PRICE

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of Four Hundred Thirty-Six Thousand Nine Hundred One and 22/100 (\$436.901.22) Dollars. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR. The Owner will make no partial payment for work that is funded by Barrett Bonds.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this

contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 909-1990 and 1055-1990
- b. Instructions to Bidders for Contract No. 909-1990 and 1055-1990
- c. Contractor's Proposal dated 6 June 1990
- d. Fort Wayne Engineering Department Drawing #SY-11228
- e. Supplemental Specifications for Contract No. 909-1990 and 1055-1990
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. EBE Commitment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 120 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

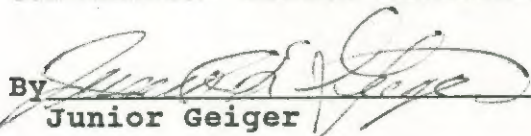
ARTICLE IV:

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: GEIGER DEVELOPING

By



Junior Geiger

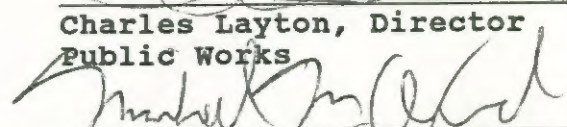
CITY OF FORT WAYNE

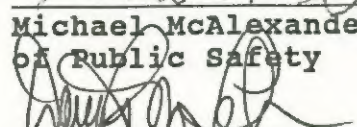
By


Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY


Charles Layton, Director
Public Works


Michael McAlexander, Director
of Public Safety


Douglas M. Lehman, Director
of Administration & Finance

ATTEST:


Patricia J. Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul Helmke, Mayor; Charles Layton, Michael McAlexander and Douglas M. Lehman, all as Directors of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 26th day of June, 1990.

Cecily S. Eschmann
Notary Public
Cecily S. Eschmann
Printed Name of Notary
Resident of Allen County

My Commission Expires:

6-21-91

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Junior Geiger, who acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 20th day of June, 1990.

Cathy A. Hacker
Notary Public
Cathy A. Hacker
Printed Name of Notary
Resident of Huntington County

My Commission Expires:

5-16-93

ACORD CERTIFICATE OF INSURANCE (ACORD 255 - 03/88)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAME AND ADDRESS OF AGENCY:

Insurance Services
308 Jefferson Park Mall
P.O. Box 1107
Huntington, IN 46750

COMPANIES AFFORDING COVERAGE:

COMPANY A: WESTFIELD INSURANCE COMPANY

COMPANY B: HARTFORD INSURANCE GROUP

COMPANY C:

COMPANY D:

COMPANY E:

NAME AND ADDRESS OF INSURED:

Geiger Developing, Inc.
576 Hwy. 24 East
Roanoke, IN 46783

CODE: 0430

SUB CODE:

===== COVERAGES =====

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COMP LETTER	TYPE OF INSURANCE	POLICY NUMBER EFFECTIVE/EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)
A	GENERAL LIABILITY	CWP 3494276	
X	COMMERCIAL GENERAL LIABILITY	03/01/90 TO 03/01/91	
	CLAIMS MADE X OCCURRENCE		GENERAL AGGREGATE: \$ 500
	X OWNERS & CONTRACTORS PROTECTIVE		PRODUCTS COMP/OPS AGG: \$ 500
			PERSONAL & ADVERTISING INJURY: \$ 500
			EACH OCCURRENCE: \$ 500
			FIRE DAMAGE (ANY 1 FIRE): \$ 50
			MEDICAL EXPENSE (ANY 1 PERSON): \$ 5
A	AUTOMOBILE LIABILITY	CWP 3494276	
	ANY AUTO	03/01/90 TO 03/01/91	CSL: \$ 500
X	ALL OWNED AUTOS		BI:
X	SCHEDULED AUTOS		(EACH PERSON)
X	HIRED AUTOS		
X	NON-OWNED AUTOS		BI:
	GARAGE LIABILITY		(EACH ACCIDENT)
			PROPERTY DAMAGE:

ACORD CERTIFICATE OF INSURANCE - PAGE 2

COMP LETTER	TYPE OF INSURANCE	POLICY NUMBER EFFECTIVE/EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000) EA. OCCUR./AGGREGATE
A	EXCESS LIABILITY	CWP 3494276 03/01/90 TO 03/01/91	
	OTHER THAN UMBRELLA FORM		\$ 5,000 \$ 5,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	36-WZAJ6952 04/01/90 TO 04/01/91	*STATUTORY*
			EACH ACCIDENT: \$ 100 DISEASE POLICY LIMIT: \$ 300 DISEASE EACH EMPLOYEE: \$ 100
	OTHER	TO	:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

===== CANCELLATION =====

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE BELOW NAMED CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

===== CERTIFICATE HOLDER =====

City of Fort Wayne
Board of Public Works
City/County Building
Fort Wayne, IN 46801

DATE ISSUED: 06/15/90

Stephen R. Mason
AUTHORIZED REPRESENTATIVE

CONTRACTOR'S BOND FOR CONSTRUCTION

#3033 16 05

KNOW ALL MEN BY THESE PRESENTS, That Geiger Developing, Inc.of Roanoke, Indiana

as principal and

Fidelity and Deposit Company of Marylandof Baltimore, Marylandas surety, are firmly bound unto City of Fort Wayne, Board of Public Worksin the penal sum of (\$ 436,901.22)Four Hundred Thirty Six Thousand Nine Hundred One and 22/100 -

Dollars,

for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 15th day ofJune19 90

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas

City of Fort Wayne, Board of Public Workshas entered into a certain written contract dated June 13, 1990with the principal as named herein for the erection, construction and completion of Construction of Sanitary and Storm Sewers, and Water Mains in the Southwind-Crestmont-Hessen-Cassel Roads situated inFort Wayne, Indiana, in accordance with the plans andspecifications approved and adopted by said City of Fort Wayne, Board of Public Workswhich are made a part of this bond.NOW THEREFORE, if the said Geiger Developing, Inc.shall well and faithfully do and perform the same in

all respects according to the plans and specifications adopted by the said

City of Fort Wayne, Board of Public Worksand according to the

time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15thday of June19 90

GEIGER DEVELOPING, INC

BY:  (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Seal)

By: 

Jan L. Jacobs -

Attorney-in-fact

Approved this _____ day of _____ 19____

Attest: _____

Official or Board.

(Note: See Burns Section 5-16-5-2 [53-202])

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Affairs (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 7-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION~~ NO. S-183-90
on the 24th day of July, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1990, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of July, 1990, at the hour of 4:30 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. 909-90 & 1055-90, Southwin-Crestmont-Hessen Cassel Road, Sanitary, Storm & Water Main

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Contract for Res. #909-90 & 1055-90, Southwin-Crestmont-Hessen Cassel Road, Sanitary, Storm & Water Main is described as per the attached resolution. Geiger Developing, Inc., is the contractor.

EFFECT OF PASSAGE: Improved sanitary sewer, storm sewer & water main conditions in the Southwin-Crestmont-Hessel Cassel Road area

EFFECT OF NON PASSAGE:

J-50-07-18

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$436,901.22

ASSIGNED TO COMMITTEE:

Hold

BILL NO. S-90-07-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RES. #909-90 & 1055-90 SOUTHWIN-CRESTMONT-HESSEN CASSEL
ROAD SANITARY, STORM & WATER MAIN between GEIGER DEVELOPING, INC.
and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			

DATED: 7-24-90

Sandra E. Kennedy
City Clerk